

**NEW MEXICO PUBLIC EDUCATION DEPARTMENT
PROCEEDINGS BEFORE THE DUE PROCESS HEARING OFFICER**

R [REDACTED] G [REDACTED]
by and through ANDREA MONTOYA
Petitioner,

vs.

DPH 1213-30

ESPAÑOLA PUBLIC SCHOOLS
Respondent

RESOLUTION AGREEMENT

THIS RESOLUTION AGREEMENT is made and entered into pursuant to 34 C.F.R. § 300.510 by and among R [REDACTED] G [REDACTED] by and through her parent Andrea Montoya, individually and on behalf of R [REDACTED] G [REDACTED] collectively referred to as "PETITIONER"), and the Española Public Schools (collectively referred to as "RESPONDENT" or "EPS") in resolution of all claims between the parties under the Individuals with Disabilities Education Act through the Effective Date of this Agreement.

PETITIONER and RESPONDENT, desiring to resolve all claims under the Individuals with Disabilities Education Act (IDEA) through the date of this Agreement, agree to the following:

1. RESPONDENT agrees to contract with Julie Hancock to conduct an independent psychoeducational evaluation of R [REDACTED] to include evaluation of Dyslexia and for a suspected Attention Deficit Hyperactivity Disorder (ADHD). RESPONDENT and PETITIONER expect and agree that Ms. Hancock will review current existing evaluation data when determining the tests to be administered in order to avoid unnecessary duplication or expense. PETITIONER agrees to consent, and hereby does consent to the release and exchange of confidential student information between Ms. Hancock and EPS that is protected by the Family Educational Rights and Privacy Act. PETITIONER shall coordinate directly with Ms. Hancock to schedule the evaluation, and shall ensure that the evaluation by Ms. Hancock is arranged and scheduled within two weeks from the effective date of this Agreement. PETITIONER shall transport R [REDACTED] to and from the evaluation. RESPONDENT shall reimburse PETITIONER mileage according to EPS's approved rate. RESPONDENT shall timely provide educational records to Ms. Hancock as she requests.

2. RESPONDENT agrees to conduct an assistive technology evaluation of R [REDACTED] as recommended by Speech Language Pathologist, Robert Quintana in his speech and language evaluation report. RESPONDENT further agrees to have Robert Quintana conduct the assistive technology evaluation. PETITIONER agrees to consent, and hereby does consent to this evaluation. RESPONDENT agrees to conduct this evaluation within two weeks from the effective date of this Agreement.
3. RESPONDENT and PETITIONER agree to convene an IEP Team meeting within 30 days of receipt of the psychoeducational and assistive technology evaluation reports referenced above, to review the evaluations, and review and revise R [REDACTED] IEP including a timely plan for extended school year services, as appropriate, based on these evaluations. RESPONDENT and PETITIONER agree to have the IEP Team facilitated by either Christina Baca, EPS Director of Special Education or Deirdra Montoya, EPS Assistant Director of Special Education. RESPONDENT further agrees to arrange for the participation of Ms. Hancock in the IEP Team meeting held pursuant to this paragraph at no cost to PETITIONER.
4. RESPONDENT and PETITIONER agree to amend R [REDACTED] current IEP (without an IEP Team meeting) pursuant to 34 C.F.R. § 300.324(a)(4) by changing the location of R [REDACTED] services specified in her IEP from Abiquiu Elementary to James H. Rodriguez Elementary.
5. RESPONDENT agrees to provide daily transportation for R [REDACTED] from James H. Rodriguez Elementary to her home. RESPONDENT further agrees that such transportation shall include transportation of R [REDACTED] sister for so long as R [REDACTED] and her sister both attend James H. Rodriguez Elementary. PETITIONER agrees to transport R [REDACTED] daily to James H. Rodriguez Elementary.
6. RESPONDENT agrees to provide R [REDACTED] with daily special education instruction by a licensed special education teacher for six hours and forty minutes per week (1 hour and ten minutes, four days/week; and two hours, one day/week). RESPONDENT and PETITIONER acknowledge and agree that this constitutes an amendment to R [REDACTED] IEP without a meeting. RESPONDENT and PETITIONER understand and agree that the special education instruction shall target R [REDACTED] needs related to math along with some attention to the core content areas, as needed, other than English Language Arts. RESPONDENT and PETITIONER further understand and agree that the daily special education instruction specified herein may be delivered in the regular education classroom and/or in a segregated (pull-out) setting, as appropriate. The IEP team will reconsider the amount and delivery of daily special education instruction at the IEP meeting referenced above.
7. RESPONDENT agrees to provide R [REDACTED] with fifty minutes, four days/week of intensive reading instruction using Sounds In Syllables, a specialized Orton-Gillingham reading

program, by Sharon Bush, a teacher trained and certified to provide instruction in Sounds and Syllables, during the regular school year through May 2014. RESPONDENT and PETITIONER acknowledge and agree that this constitutes an amendment to R [REDACTED] EP without a meeting. RESPONDENT and PETITIONER agree that another research-based methodology may be substituted for Sounds In Syllables if, at the end of the summer ESY in the summer of 2013, based on the re-testing and progress monitoring data for Sounds & Syllables and input from the Sounds In Syllables teacher, the IEP Team including the parent agrees that the Sounds In Syllables methodology is not appropriate for R [REDACTED]. RESPONDENT and PETITIONER understand and agree that such instruction delivered by a licensed Reading teacher shall constitute specially designed instruction in the area of English Language Arts. If Mrs. Bush is not available to provide this specialized instruction, the parties shall work to identify another appropriately trained teacher to provide the required instruction. The parties agree that Deirdra Montoya is appropriately trained to provide Level I of Sounds In Syllables. If a decision is made pursuant to this paragraph to reuse another research-based methodology, the District shall ensure that the teacher providing such instruction has the required training and certification to provide that instruction.

8. RESPONDENT agrees to have Assistant Director, Dierdra Montoya and the Sounds In Syllables teacher meet with all of R [REDACTED] James H. Rodriguez Elementary teachers to review how R [REDACTED] instruction in the content areas should be modified and adapted while R [REDACTED] is receiving Sounds In Syllables instruction. RESPONDENT further agrees to have Assistant Director, Dierdra Montoya and the Sounds In Syllables teacher meet with R [REDACTED] mother to discuss any modifications and adaptations R [REDACTED] may need at home while she is receiving Sounds In Syllables instruction (e.g., suspend use of on-line reading tutorials). RESPONDENT and PETITIONER acknowledge and agree that during those phases of Sounds In Syllables in which it is appropriate, the Sounds In Syllables instruction shall be considered R [REDACTED] English Language Arts curriculum and instruction.
9. RESPONDENT agrees to provide inclusion support by an educational assistant during R [REDACTED] regular education instruction with the exception of specials (i.e. library, physical education, art, bilingual education and computer lab). RESPONDENT and PETITIONER acknowledge and agree that the educational assistant shall be available to provide instructional support to R [REDACTED] as needed, but not be dedicated exclusively to R [REDACTED]. RESPONDENT and PETITIONER further agree that such support shall be provided at least through the IEP meeting referenced in Paragraph 3, and may be modified, adjusted or discontinued by the IEP Team as appropriate.
10. RESPONDENT agrees to provide as compensatory education services four fifty minute sessions per week of Sounds In Syllables for six weeks during the summer of 2013 (for a total of 24 sessions). During the weeks that R [REDACTED] receives Extended School Year (ESY)

Services, RESPONDENT and PETITIONER understand and agree that the Sounds In Syllables shall be incorporated within R [REDACTED] ESY Services day as part of the six weeks of Sounds In Syllables.

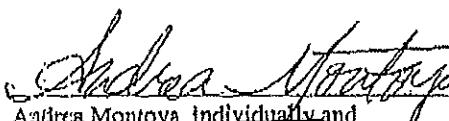
11. RESPONDENT agrees to provide transportation to and from the summer compensatory and ESY services specified in Paragraph 10 above. RESPONDENT further agrees that such transportation may be to a location other than R [REDACTED] home as long as it is to a regular location designated by R [REDACTED] parent within EPS's jurisdictional boundaries that does not exceed the distance to R [REDACTED] home.
12. RESPONDENT agrees to provide as compensatory services 30 minutes per week of speech and language therapy services in the form of either consult services or inclusion services until the end of the 2012-2013 school year. RESPONDENT and PETITIONER understand and agree that these compensatory services shall be in addition to the one hour of speech and language therapy services called for in R [REDACTED] IEP.
13. RESPONDENT agrees to provide as part of the IEP progress reports to the parent, a report (such as the School Based Service Capture Service Details log) of the amount of speech and language therapy services provided to R [REDACTED]
14. Within 30 calendar days of the effective date of this Agreement, RESPONDENT agrees to pay the lump sum amount of five thousand four hundred and seventy eight dollars and seventy cents (\$5,478.70) for the full release of all PETITIONER's IDEA attorneys' fees claims, the sufficiency of which is hereby acknowledged. Payment in the amount of \$5,478.70 shall be made by instrument made payable to Debra D. Poulin, Attorney at Law.
15. PETITIONER represents that from January 2011 through January 2013, PETITIONER paid a private tutor, Marjorie Martinez, Bachelor of Arts Degree in Education, to deliver a total of 40 hours of tutoring services to R [REDACTED] for a total cost to PETITIONER of \$1,200.00. Within 30 calendar days of the effective date of this Agreement, RESPONDENT agrees to pay the lump sum amount of one thousand two hundred dollars (\$1,200.00) as reimbursement for the 40 hours of qualified tutoring services, the sufficiency of which is hereby acknowledged. Payment in the amount of \$1,200.00 shall be made by instrument made payable to Andrea Montoya.
16. PETITIONER agrees to release, and does hereby release, RESPONDENT Española Public Schools, including their officials, employees, officers and agents, from any and all claims under the Individuals with Disabilities Education Act (IDEA) including but not limited to any claims for independent evaluations, reimbursement, compensatory services and attorneys' fees, arising from any acts or omissions of RESPONDENT through the effective date of this Agreement.

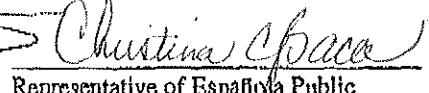
17. This Resolution Agreement shall not be construed as an admission of liability or of any wrongful act or omission by any party, such liability and wrongdoing being expressly denied by RESPONDENT. Rather, PETITIONER and RESPONDENT mutually acknowledge and represent that this is a compromise in resolution of disputed IDEA claims.
18. PETITIONER agrees to dismiss with prejudice the Proceeding now pending before an independent due process hearing officer for the State of New Mexico, Docket No. 1213-30, within 24 hours from the effective date of this Agreement.
19. RESPONDENT and PETITIONER agree to waive the three business day opportunity to void this Agreement, and further agree that this Agreement becomes effective as of the Execution Date indicated below.
20. RESPONDENT and PETITIONER understand that this Agreement is binding and enforceable in any State court of competent jurisdiction or in a district court of the United States pursuant to 34 C.F.R. § 300.510(d)(2).

IN WITNESS WHEREOF, the parties have executed this Agreement, to be Effective on the Execution Date below, unless voided within the three-day period.

Date Signed: February 11, 2013
("Execution Date")

Signatures:


Andrea Montoya
On behalf of R [REDACTED] G [REDACTED]


Christina Garcia
Representative of Española Public
Schools with Decision-Making Authority
On behalf of Española Public Schools

APPROVED AS TO FORM AND CONTENT:



ATTORNEY FOR PETITIONER



ATTORNEY FOR RESPONDENT